

380129

WARRANTY DEED

THIS INDENTURE, Made this 24th day of November, 1980,
by and between THE BUNKER HILL COMPANY, a Delaware corporation,
the PARTY OF THE FIRST PART, and STEPHEN GOSS and SHELLY R. GOSS,
husband and wife, Box 484, Deer Park, Washington,
the PARTIES OF THE SECOND PART,

WITNESSETH:

That the party of the first part, for and in consideration
of the sum of One Dollar (\$1.00), lawful money of the United
States of America, and other good and valuable consideration
to it in hand paid by the said parties of the second part, the
receipt whereof is hereby acknowledged, has granted, bargained
and sold and by these presents does grant, bargain, sell,
convey and confirm unto the said parties of the second part,
and to their heirs and assigns forever all of the following-
described real property situated in the County of Shoshone,
State of Idaho, to-wit:

A parcel of land situated in the N 1/2 of the SW 1/4
of Section 27, Township 49 North, Range 3 E.B.M.,
and more particularly described as follows:

Beginning at the southeast corner of said tract a
point marked by a 2" iron pipe whence the S 1/4
corner of Section 27, Township 49 North, Range 3
E.B.M., bears S. 27° 56.6' E., 1499.89 feet distant;
Thence N. 89° 49' W., 171.0 ft. to a point;
Thence N. 11° 19' E., 90.47 ft. to a point;
Thence N. 12° 50' W., 348.0 ft. to a point;
Thence N. 15° 00' W., 440.0 ft. to a point;
Thence N. 8° 30' W., 362.35 ft. to a point;
Thence East 288.25 ft. to a point marked by
a drill steel pin;
Thence S. 1° 35' E., 209.0 ft. to a point
marked by a drill steel pin;
Thence S. 11° 20' E., 641.0 ft. to a point
marked by a drill steel pin;
Thence S. 5° 30' E., 214.0 ft. to a point
marked by a drill steel pin;
Thence S. 14° 45' W., 167.0 ft to the place
of beginning and containing 6.818 acres more or
less.

Together with easements for the purpose of
constructing, reconstructing, or repairing a water

tank, with the right of ingress and egress to maintain a television antenna and a water tank and the line leading from the same to the dwelling situate on said premises over and across the following described property:

Water Line & Spring Easement

Said easement to extend 10 feet on either side of the following described center line. Also said easement shall include the right of ingress and egress for pipe replacement and/or maintenance work:

Beginning at the northeast corner of the Homesite Tract,
Thence N 8° W 125 feet to a point; thence N 70° E 105 feet to a concrete water storage unit; thence N 50° E 100 feet to the point of water intake and end of easements.

TV Antenna & Cable Easement

Said easement to extend 10 feet on either side of the following described center line and also include the right of ingress and egress for maintenance of said line and antenna:

Beginning at the log house on said Homesite and running East 2800 feet to a point on top of the ridge and termination of easement.

Excepting and reserving unto the said party of the first part, its successors and assigns, from and out of the granted premises all mines and mineral deposits of whatsoever kind or nature, not now known but which may hereafter be discovered, lying in and under the premises hereby conveyed with the full right to mine and remove said mines and minerals by underground workings only and without entering upon or in any nature affecting or exercising any rights or powers whatsoever in and to the surface of the property hereby conveyed; also, excepting and reserving unto first party, its successors and assigns, the right to explore in and through the subsurface of said premises, by means of subsurface mine workings, drillings, or otherwise, for metals and mineral substances located therein or elsewhere, and the right to construct therein and use any subsurface mine workings, passageways, and other openings desired by first party for or in connection with its mining, removal and transportation of metals, mineral and other materials located outside the granted premises; also, excepting and reserving unto the said party of the first part, its successors and assigns, an easement for the deposit on and passage over the premises hereby conveyed of smoke, fumes, gases, solid materials of every kind and nature which may be caused by the operations of the plants or properties of the party of the first part; further, the parties of the second part do expressly release the party of the first

part for damages and claims or damages of every kind and nature caused or to be caused by the dumping of tailings, waste materials, debris of every kind or nature, or any other substances, in the Coeur d'Alene River, the South and North Forks thereof, and all its tributaries, or elsewhere; also, save and except and subject to streets, easements, alleys and rights of way of every kind and nature, whether the same are of record or not; also subject to reservations of predecessors in interest.

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Also subject to the sanitation restrictions and regulations as set forth by the Panhandle Health District No. 1 and the Department of Public Health and Welfare, State of Idaho.

Also, subject to all liens encumbered and taxes for the year 1980 and all subsequent years.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the property, as well in law as in equity, of the party of the first part.

TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises together with the appurtenances unto the parties of the second part, and to their heirs and assigns forever.

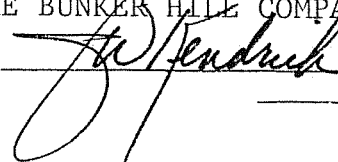
And the party of the first part, and its successors and assigns shall and will WARRANT and by these presents forever DEFEND the premises in the quiet and peaceable possession of the parties of the second part, their heirs and assigns, against the party of the first part, and its successors and against all and every person and persons whomsoever lawfully claiming the same.

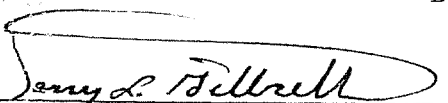
IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed by its duly authorized officers the day and year first above written.

ATTEST:

THE BUNKER HILL COMPANY

By

 President


Asst. Secretary

STATE OF IDAHO)
County of Shoshone) ss.

On this 24th day of November, 1980, before me, the under-
signed, a Notary Public in and for the State of Idaho, personally
appeared J. W. Kendrick and Terry L. Gilbreth
known to me to be the _____ President and _____ Secretary,
respectively, of THE BUNKER HILL COMPANY, the corporation that
executed the within instrument, and acknowledged to me that
they executed the same for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year in this certificate first
above written.

Virginia J. Gregory
Notary Public for the State of Idaho
Residing at Kellogg

RECORDED
at the request of
Donna Kelso
Deeds
Terry F. Lininger
HC01, Box 220
Montgomery Gulch
Kellogg, ID 83837
12.00

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FILED

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MARCIA WINGFIELD
SHOSHONE CTY RECORDER
BY Janet Zamboni DEPUTY